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17 CITY OF SAN MATEO, FAYSAL ABI-CHAHINE

and DERRICK JARVIS

18 UNITED STATES DISTRICT COURT

19 NORTHERN DISTRICT OF CALIFORNIA

20 JOSE GALINDO, SANDRA HERNANDEZ,

21 **Case No.: 3:16-cv-03651-EMC (SK)**

22 Plaintiffs,

23 vs.

24 CITY OF SAN MATEO, a municipal
25 corporation, San Mateo Police Department
26 Officers FAYSAL ABI-CHAHINE,
27 individually, and DERRICK JARVIS, also
known as DERRIK JARVIS, individually,
and DOES 1 to 100, jointly and severally,

28 **STIPULATION AND [PROPOSED]
PROTECTIVE ORDER FOR LITIGATION
HIGHLY SENSITIVE CONFIDENTIAL
INFORMATION**

Defendants.

1. **PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable legal
10 principles. The parties further acknowledge, as set forth in Section 14.4, below, that
11 this Stipulated Protective Order does not entitle them to file confidential information
12 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and
13 the standards that will be applied when a party seeks permission from the court to file
14 material under seal.

15. 2. **DEFINITIONS**

16. 2.1 **Challenging Party**: a Party or Non-Party that challenges the designation
17 of information or items under this Order.

18. 2.2 **“CONFIDENTIAL” Information or Items**: information (regardless of how it
19 is generated, stored or maintained) or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c).

21. 2.3 **Counsel (without qualifier)**: Outside Counsel of Record and House
22 Counsel (as well as their support staff).

23. 2.4 **Designating Party**: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
25 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26. 2.5 **Disclosure or Discovery Material**: all items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 2.6 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
4 expert witness or as a consultant in this action.

5 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
6 Items: extremely sensitive "Confidential Information or Items," disclosure of which to
7 another Party or Non-Party would create a substantial risk of serious harm that could
8 not be avoided by less restrictive means.

9 2.8 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.9 Outside Counsel of Record: attorneys who are not employees of a party
12 to this action but are retained to represent or advise a party to this action and have
13 appeared in this action on behalf of that party or are affiliated with a law firm which has
14 appeared on behalf of that party.

15 2.10 Party: any party to this action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this action.

20 2.12 Professional Vendors: persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
23 their employees and subcontractors.

24 2.13 Protected Material: any Disclosure or Discovery Material that is
25 designated as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS'
26 EYES ONLY."

27 2.17 Receiving Party: a person who receives Disclosure or Discovery Material
28 from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material. However, the protections conferred by
7 this Stipulation and Order do not cover the following information: (a) any information
8 that is in the public domain at the time of disclosure to a Receiving Party or becomes
9 part of the public domain after its disclosure to a Receiving Party as a result of
10 publication not involving a violation of this Order, including becoming part of the public
11 record through trial or otherwise; and (b) any information known to the Receiving Party
12 prior to the disclosure or obtained by the Receiving Party after the disclosure from a
13 source who obtained the information lawfully and under no obligation of confidentiality
14 to the Designating Party. Any use of Protected Material at trial shall be governed by a
15 separate agreement or order.

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
19 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
20 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
21 and (2) final judgment herein after the completion and exhaustion of all appeals, re-
22 hearings, remands, trials, or reviews of this action, including the time limits for filing any
23 motions or applications for extension of time pursuant to applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or Non-Party that designates information or items for protection
27 under this Order must take care to limit any such designation to specific material that
28 qualifies under the appropriate standards. To the extent it is practical to do so, the

1 Designating Party must designate for protection only those parts of material,
2 documents, items, or oral or written communications that qualify – so that other
3 portions of the material, documents, items, or communications for which protection is
4 not warranted are not swept unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (e.g., to unnecessarily encumber or retard the case development process or to
8 impose unnecessary expenses and burdens on other parties) expose the Designating
9 Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection at all or do not qualify for the level
12 of protection initially asserted, that Designating Party must promptly notify all other
13 parties that it is withdrawing the mistaken designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this
15 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
16 or ordered, Disclosure or Discovery Material that qualifies for protection under this
17 Order must be clearly so designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY to each page that contains protected
23 material. If only a portion or portions of the material on a page qualifies for protection,
24 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
25 appropriate markings in the margins) and must specify, for each portion, the level of
26 protection being asserted.

27 A Party or Non-Party that makes original documents or materials available for
28 inspection need not designate them for protection until after the inspecting Party has

1 indicated which material it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be
3 deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting
4 Party has identified the documents it wants copied and produced, the Producing Party
5 must determine which documents, or portions thereof, qualify for protection under this
6 Order. Then, before producing the specified documents, the Producing Party must affix
7 the appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
8 ATTORNEYS' EYES ONLY") to each page that contains Protected Material. If only a
9 portion or portions of the material on a page qualifies for protection, the Producing
10 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
11 markings in the margins) and must specify, for each portion, the level of protection
12 being asserted.

13 (b) for testimony given in deposition or in other pretrial or trial
14 proceedings, that the Designating Party identify on the record, before the close of the
15 deposition, hearing, or other proceeding, all protected testimony and specify the level
16 of protection being asserted. When it is impractical to identify separately each portion
17 of testimony that is entitled to protection and it appears that substantial portions of the
18 testimony may qualify for protection, the Designating Party may invoke on the record
19 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
20 21 days to identify the specific portions of the testimony as to which protection is
21 sought and to specify the level of protection being asserted. Only those portions of the
22 testimony that are appropriately designated for protection within the 21 days shall be
23 covered by the provisions of this Stipulated Protective Order. Alternatively, a
24 Designating Party may specify, at the deposition or up to 21 days afterwards if that
25 period is properly invoked, that the entire transcript shall be treated as
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

27 Parties shall give the other parties notice if they reasonably expect a deposition,
28 hearing or other proceeding to include Protected Material so that the other parties can

1 ensure that only authorized individuals who have signed the "Acknowledgment and
 2 Agreement to Be Bound" (Exhibit A) are present at those proceedings. The use of a
 3 document as an exhibit at a deposition shall not in any way affect its designation as
 4 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

5 Transcripts containing Protected Material shall have an obvious legend on the
 6 title page that the transcript contains Protected Material, and the title page shall be
 7 followed by a list of all pages (including line numbers as appropriate) that have been
 8 designated as Protected Material and the level of protection being asserted by the
 9 Designating Party. The Designating Party shall inform the court reporter of these
 10 requirements. Any transcript that is prepared before the expiration of a 21-day period
 11 for designation shall be treated during that period as if it had been designated "HIGHLY
 12 CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless otherwise agreed.
 13 After the expiration of that period, the transcript shall be treated only as actually
 14 designated.

15 (c) for information produced in some form other than documentary and for
 16 any other tangible items, that the Producing Party affix in a prominent place on the
 17 exterior of the container or containers or on the digital media format (thumb drive, DVD,
 18 CD, etc.) in which the information or item is stored the legend "CONFIDENTIAL" or
 19 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY". If only a portion or portions
 20 of the information or item warrant protection, the Producing Party, to the extent
 21 practicable, shall identify the protected portion(s) and specify the level of protection
 22 being asserted.

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 24 failure to designate qualified information or items does not, standing alone, waive the
 25 Designating Party's right to secure protection under this Order for such material. Upon
 26 timely correction of a designation, the Receiving Party must make reasonable efforts to
 27 assure that the material is treated in accordance with the provisions of this Order.

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1 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 3 designation of confidentiality at any time. Unless a prompt challenge to a Designating
 4 Party's confidentiality designation is necessary to avoid foreseeable, substantial
 5 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
 6 litigation, a Party does not waive its right to challenge a confidentiality designation by
 7 electing not to mount a challenge promptly after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 9 resolution process by providing written notice of each designation it is challenging and
 10 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
 11 has been made, the written notice must recite that the challenge to confidentiality is
 12 being made in accordance with this specific paragraph of the Protective Order. The
 13 parties shall attempt to resolve each challenge in good faith and must begin the
 14 process by conferring directly (in voice to voice dialogue; other forms of communication
 15 are not sufficient) within 14 days of the date of service of notice. In conferring, the
 16 Challenging Party must explain the basis for its belief that the confidentiality
 17 designation was not proper and must give the Designating Party an opportunity to
 18 review the designated material, to reconsider the circumstances, and, if no change in
 19 designation is offered, to explain the basis for the chosen designation. A Challenging
 20 Party may proceed to the next stage of the challenge process only if it has engaged in
 21 this meet and confer process first or establishes that the Designating Party is unwilling
 22 to participate in the meet and confer process in a timely manner.

23 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 24 court intervention, the Designating Party shall file and serve a motion to retain
 25 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
 26 applicable) within 21 days of the initial notice of challenge or within 14 days of the
 27 parties agreeing that the meet and confer process will not resolve their dispute,

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1 whichever is earlier.¹ Each such motion must be accompanied by a competent
 2 declaration affirming that the movant has complied with the meet and confer
 3 requirements imposed in the preceding paragraph. Failure by the Designating Party to
 4 make such a motion including the required declaration within 21 days (or 14 days, if
 5 applicable) shall automatically waive the confidentiality designation for each challenged
 6 designation. In addition, the Challenging Party may file a motion challenging a
 7 confidentiality designation at any time if there is good cause for doing so, including a
 8 challenge to the designation of a deposition transcript or any portions thereof. Any
 9 motion brought pursuant to this provision must be accompanied by a competent
 10 declaration affirming that the movant has complied with the meet and confer
 11 requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the
 13 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,
 14 to harass or impose unnecessary expenses and burdens on other parties) may expose
 15 the Challenging Party to sanctions. Unless the Designating Party has waived the
 16 confidentiality designation by failing to file a motion to retain confidentiality as
 17 described above, all parties shall continue to afford the material in question the level of
 18 protection to which it is entitled under the Producing Party's designation until the court
 19 rules on the challenge.

20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
 22 disclosed or produced by another Party or by a Non-Party in connection with this case
 23 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
 24 Material may be disclosed only to the categories of persons and under the conditions
 25 described in this Order. When the litigation has been terminated, a Receiving Party

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 27 ¹ Alternative: It may be appropriate in certain circumstances for the parties to agree to
 28 shift the burden to move on the Challenging Party after a certain number of challenges
 are made to avoid an abuse of the process. The burden of persuasion would remain on
 the Designating Party.

1 must comply with the provisions of section 15 below (FINAL DISPOSITION). Protected
2 Material must be stored and maintained by a Receiving Party at a location and in a
3 secure manner that ensures that access is limited to the persons authorized under this
4 Order.

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
6 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
7 may disclose any information or item designated "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this litigation and who have signed the
11 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

12 (b) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this litigation and who have signed the
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (c) the court and its personnel;

16 (d) court reporters and their staff, professional jury or trial consultants,
17 and Professional Vendors to whom disclosure is reasonably necessary for this litigation
18 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (e) during their depositions, witnesses in the action to whom disclosure is
20 reasonably necessary and who have signed the "Acknowledgment and Agreement to
21 Be Bound" (Exhibit A). Pages of transcribed deposition testimony or exhibits to
22 depositions that reveal Protected Material must be separately bound by the court
23 reporter and may not be disclosed to anyone except as permitted under this Stipulated
24 Protective Order.

25 (f) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information.

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action as
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that
6 Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the subpoena
11 or order is subject to this Protective Order. Such notification shall include a copy of this
12 Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.²

15 If the Designating Party timely seeks a protective order, the Party served with the
16 subpoena or court order shall not produce any information designated in this action as
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before
18 a determination by the court from which the subpoena or order issued, unless the Party
19 has obtained the Designating Party's permission. The Designating Party shall bear the
20 burden and expense of seeking protection in that court of its confidential material – and
21 nothing in these provisions should be construed as authorizing or encouraging a
22 Receiving Party in this action to disobey a lawful directive from another court.

23 / / /

24 / / /

25 / / /

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27 ² The purpose of imposing these duties is to alert the interested parties to the existence
28 of this Protective Order and to afford the Designating Party in this case an opportunity
to try to protect its confidentiality interests in the court from which the subpoena or
order issued.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
2 THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by
4 a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by Non-
6 Parties in connection with this litigation is protected by the remedies and relief provided
7 by this Order. Nothing in these provisions should be construed as prohibiting a Non-
8 Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request,
10 to produce a Non-Party's confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
12 information, then the Party shall:

13 1. promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

16 2. promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and

19 3. make the information requested available for inspection by the
20 Non-Party.

21 (c) If the Non-Party fails to object or seek a protective order from this
22 court within 14 days of receiving the notice and accompanying information, the
23 Receiving Party may produce the Non-Party's confidential information responsive to
24 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
25 Party shall not produce any information in its possession or control that is subject to the

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27 / / /

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1 confidentiality agreement with the Non-Party before a determination by the court.³
 2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
 3 of seeking protection in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 6 Protected Material to any person or in any circumstance not authorized under this
 7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
 8 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
 9 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 10 whom unauthorized disclosures were made of all the terms of this Order, and (d)
 11 request such person or persons to execute the "Acknowledgment and Agreement to Be
 12 Bound" that is attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
 16 inadvertently produced material is subject to a claim of privilege or other protection, the
 17 Receiving Parties may not disclose or in any way use the document(s) pending
 18 resolution of a challenge to the claim of privilege or other protection. This provision is
 19 not intended to modify whatever procedure may be established in an e-discovery order
 20 that provides for production without prior privilege review. Pursuant to Federal Rule of
 21 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
 22 disclosure of a communication or information covered by the attorney-client privilege or
 23 work product protection, the parties may incorporate their agreement in the stipulated
 24 protective order submitted to the court.

25 // /

26 _____
 27 ³ The purpose of this provision is to alert the interested parties to the existence of
 28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
 protect its confidentiality interests in this court.

1 12. **MISCELLANEOUS**

2 12.1 **Right to Further Relief**. Nothing in this Order abridges the right of any
3 person to seek its modification by the court in the future.

4 12.2 **Right to Assert Other Objections**. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 **Filing Protected Material**. Without written permission from the Designating
10 Party or a court order secured after appropriate notice to all interested persons, a Party
11 may not file in the public record in this action any Protected Material. A Party that
12 seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5.
13 Protected Material may only be filed under seal pursuant to a court order authorizing
14 the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-
15 5, a sealing order will issue only upon a request establishing that the Protected
16 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
17 protection under the law. If a Receiving Party's request to file Protected Material under
18 seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving
19 Party may file the Protected Material in the public record pursuant to Civil Local Rule
20 79-5(e)(2) unless otherwise instructed by the court.

21 13. **FINAL DISPOSITION**

22 Within 60 days after the final disposition of this action, as defined in paragraph
23 4, each Receiving Party must return all Protected Material to the Producing Party or
24 destroy such material. As used in this subdivision, "all Protected Material" includes all
25 copies, abstracts, compilations, summaries, and any other format reproducing or
26 capturing any of the Protected Material. Whether the Protected Material is returned or
27 destroyed, the Receiving Party must submit a written certification to the Producing
28 Party (and, if not the same person or entity, to the Designating Party) by the 60-day

1 deadline that (1) identifies (by category, where appropriate) all the Protected Material
2 that was returned or destroyed and (2) affirms that the Receiving Party has not
3 retained any copies, abstracts, compilations, summaries or any other format
4 reproducing or capturing any of the Protected Material. Notwithstanding this provision,
5 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,
6 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and
7 trial exhibits, expert reports, attorney work product, and consultant and expert work
8 product, even if such materials contain Protected Material. Any such archival copies
9 that contain or constitute Protected Material remain subject to this Protective Order as
10 set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

By: /s/ Panos Lagos
PANOS LAGOS, ESQ.
Attorneys for Plaintiff
JOSE GALINDO and SANDRA HERNANDEZ

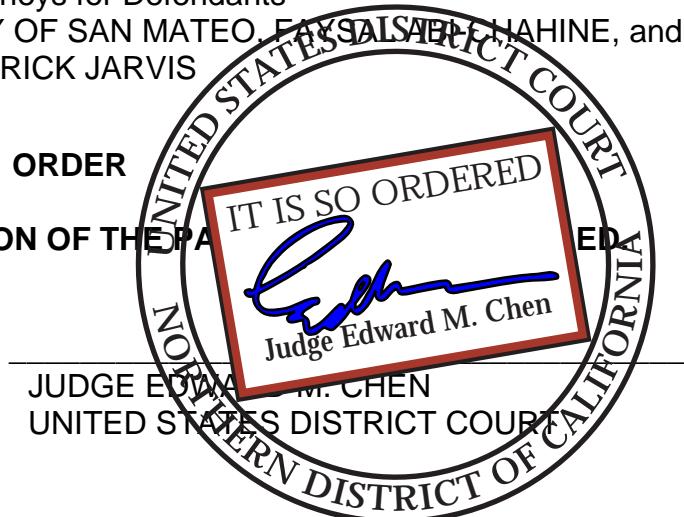
Dated: February 9, 2017 LEONE & ALBERTS

By: /s/ Claudia Leed
LOUIS A. LEONE
KATHERINE A. ALBERTS
CLAUDIA LEED
Attorneys for Defendants
CITY OF SAN MATEO, FAY SALAS, SALEM HAHINE, and
DERRICK JARVIS

ORDER

PURSUANT TO THE STIPULATION

Dated: 2/10/2017



1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I
5 have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Northern District of California on
7 [date] in the case of *Galindo, et al. v. City of San Mateo, et al*, 3:16-cv-03651 EMC, I
8 agree to comply with and to be bound by all the terms of this Stipulated Protective
9 Order and I understand and acknowledge that failure to so comply could expose me to
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not
11 disclose in any manner any information or item that is subject to this Stipulated
12 Protective Order to any person or entity except in strict compliance with the provisions
13 of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Northern District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with this
21 action or any proceedings related to enforcement of this Stipulated Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

25 Printed name: _____

26 [printed name]

28 Signature: _____